

## ADVERTISING AND LICENSING AGREEMENT

This Advertising and Licensing Agreement (the "Agreement") is made this 12<sup>th</sup> day of December, 2010 by and between Compass Bank, an Alabama banking corporation ("Compass"), and Lamar University

### AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Compass and Lamar University agree as follows:

1. **Term.** The term for this Agreement will begin on the latest date written beside the signatures below and will continue for one (1) year. Either party may terminate this Agreement at any time with 30-days written notice to the other party. Either party may terminate this Agreement without prior written notice upon a material breach of this Agreement. This Agreement shall automatically renew for successive one-year terms as stipulated in Exhibit C unless either party provides 30-day written notice of the intent not to renew.
2. **Obligations of Lamar University.** During the term of this Agreement, Lamar University shall promote Compass and its services and products at Lamar University as described in Exhibit A. All materials promoting Compass and its products and services shall be supplied by Compass.
3. **Use of Lamar University Name, Logo, or Other Proprietary material.** Lamar University hereby grants Compass a perpetual, non-transferable, non-exclusive, royalty-free, world-wide license to place the official Lamar University name and official Lamar University marks, logos and other proprietary material listed in Exhibit B (referred to herein as the "Licensed Material") on Consumer and Small Business Compass Debit and Pre-paid Card products, Compass Credit Card products, and Checks and Check accessories (eg Checking cover) issued to Compass customers, and use the Lamar University name and Licensed Material in connection with the promotion of Compass and its products and services. This license also includes the right to make, display, print and reproduce the Lamar University name and Licensed Material in print and electronic media. Notwithstanding a termination of this Agreement, Compass is granted a continuing license to use the official Lamar University name and other Licensed Material on Compass Check Cards, Credit Cards and Checks issued prior to such termination. All Licensed Material will be provided to Compass by Lamar University and all designs of Licensed Material places on Compass products or promotional materials shall be approved by Lamar University prior to production.
4. **Use of "Lamar Cardinals Banking":** Lamar University hereby grants Compass a perpetual, non-transferable, exclusive, royalty-free, world-wide license to use the phrase "Lamar Cardinals Banking" or similar mark to promote Compass banking products featuring the official Lamar University name, logos or marks licensed to Compass under this Agreement. This license includes the right to make, display, print and reproduce the words "Lamar Cardinals Banking" in print and electronic media.
5. **Compensation to Lamar University.** Compass shall pay Lamar University in accordance with the terms set forth in this Agreement and in Exhibit C. All invoices shall be paid within thirty (30) days of receipt of invoice by Compass, except in the event of a good faith dispute as to the calculation of the invoice or the services provided. Compass shall promptly give written notice to Lamar University stating the details of any such dispute within thirty (30) days of the date of

invoice containing the disputed item or items. If Compass fails to pay Lamar University within 30 days, Compass shall attach a late penalty as stipulated in Exhibit C. All payments are exclusive of taxes.

6. **Representations and Warranties.** Each party represents and warrants to the other party that (i) it has the full power and authority to enter into and perform this Agreement; (ii) the execution, delivery and performance of this Agreement have been duly authorized by all necessary action on its part; (iii) this agreement has been duly executed and delivered on behalf of such party and is the valid and binding obligation of such party, enforceable against such party in accordance with its terms; (iv) the entering into and performance by such party of this Agreement will not breach or violate any provision of any indenture, mortgage, lien, lease, agreement, order, judgment, or decree to which such party is a party or by which its assets or properties are bound; and (v) it shall comply with all Applicable Laws at all times during the Term of this Agreement. Lamar University warrants that it has the authority to grant the licenses for the use of the official Lamar University name and Lamar University Licensed Material and that Compass' use of the Licensed Material will not infringe any other third party's rights, including intellectual property rights.
7. **Indemnification.** Lamar University and Compass each will indemnify and hold harmless the other party, its directors, officers, agents, employees, affiliates, successors and assigns from and against any and all liability, causes of action, claims and the reasonable and actual costs incurred in connection therewith resulting from either (i) the material breach of this Agreement by Lamar University or Compass, (ii) the breach of any representation or warranty contained herein, or (iii) the willful acts or omissions of Lamar University or Compass, respectively as the case may be. Each party shall promptly notify the other party in the manner provided herein upon learning of any claims or complaints that may reasonably result in the indemnification by the other party.
8. **Confidentiality.** Each party agrees not to disclose, directly or indirectly, any confidential information provided to the other party pursuant to this Agreement, except as performance under this Agreement requires or permits.
9. **Non-exclusivity.** This Agreement shall not be deemed to create an exclusive-dealing relationship between the parties.

10. **Notices.** All notices and other communications to be provided under this Agreement shall be in writing and shall be given to the applicable party at its address or telecopy number set forth below or such other address or telecopy number as the party may later specify for that purpose by notice to all other parties. Each communication shall be deemed given and received:

(1) If sent by telecopy, when the telecopy is transmitted to the party's telecopy number and confirmation of complete receipt is received by that transmitting party;

(2) If hand delivered, when delivered;

(3) If sent by a nationally recognized and reputable overnight mail delivery service, the business day after sending the communication; or

(4) If given by certified mail, return receipt requested, postage prepaid, five business days after posted with the United States Postal Service.

If to Compass:

Compass Bank  
Attention: Todd Decker  
15 South 20th Street Ste  
Birmingham, Alabama 35203  
Telecopy Number: 205-297-3626

With a copy to:  
Compass Bank  
General Counsel  
15 South 20th Street  
Birmingham, Alabama 35203  
Telecopy Number: 205-297-3043

If to LAMAR UNIVERSITY:

Lamar University  
Attention: Brad McGowan  
PO Box 10066  
Beaumont, TX 77710  
Telecopy Number: (409) 880-1881

11. **Miscellaneous.**

(a) Modification. This Agreement may not be altered unless such alteration is contained in a writing signed by all of the parties.

(b) Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, written or oral, between the parties.

(c) Governing Laws. This Agreement shall be subject to and construed pursuant to the laws of the State of Alabama without regard to its conflict of laws provisions.

(d) Successors and Assignees. The rights and obligations under this Agreement are not assignable or delegable by any party unless otherwise agreed to in writing by the other parties and any attempt at any such assignment or delegation shall be deemed null and void. References to the parties herein shall be deemed to include all successors and proper assigns of each such party.

(e) Severability. If any term or condition of this Agreement is held by any governmental agency or court of competent jurisdiction to be invalid or unenforceable, the balance of this Agreement shall remain in effect.

(f) Headings. Section numbering, subdivisions, headings, and titles are for reference only and shall not be construed to affect the meaning of the text of this Agreement.

(g) Signing Authority. Each individual signing below on behalf of a party represents and warrants that he or she has the authority to sign this Agreement on behalf of that party.

**Compass Bank**

By: [Signature] R Decker

Printed Name: Toad R. Decker

Its: \_\_\_\_\_

Phone number: 205-297-2363

Date: 12-13-10

**Lamar University**

By: [Signature]

Printed Name: Brad McGowan

Its: \_\_\_\_\_

Phone number: 409-880-1881

Date: 12/14/10

Compass and LAMAR UNIVERSITY Advertising and Licensing Agreement

[Signature]

## Exhibit A

Lamar University shall provide to Compass the following sponsorships elements:

- (1) The right to use all Lamar University Athletics logos and marks in conjunction with all related advertising and marketing, subject to the approval of Lamar Athletics.
  - a. Including the right to use the following endorsements in marketing and promotional programs:
    - i. "Proud Sponsor of Lamar (or Cardinals) Athletics"
    - ii. Other endorsements as mutually agreed upon
- (2) Game entitlement sponsor for one (1) mutually agreed upon Men's Basketball and one (1) Women's Basketball home game(s).
  - a. Signage: Four (36"H x 48"W) banners at entrance and inside of Montagne Center.
  - b. Public Address Announcements: A minimum of four (4) exclusive announcements declaring Compass as the title sponsor of the game.
  - c. Promotional Items: The opportunity to hand out co-branded promotional items to the first 500 fans. Compass would be responsible for the cost of the items.
  - d. Concourse tabling: One (1) space to market its products and services
  - e. Tickets: Up to fifty (50) tickets for the game. Compass is able to redistribute, but not resell, the tickets in any manner.
  - f. Print: Logo placement in the Cardinals Gameday program. Cardinals Gameday is the official program of Lamar Athletics and is distributed to all media and is available to purchase by fans.
- (3) Rotating logo display on the Montagne Center outdoor marquee for the duration of the agreement
- (4) Internet advertising
  - a. Rotating displays on LAMARCARDINALS.com
    - i. One (1) leaderboard display and one (1) Layered-Story Level display with three hundred thousand (300,000) impressions between the two locations. Each rotating display area is on every page of LAMARCARDINALS.com and allows for click-thru linking.
    - ii. Compass is responsible for providing advertising artwork to Lamar University Athletics
      1. Leaderboard art should be 728 X 90 in gif, jpeg, or flash format.
      2. Layered-Story Level art should be 300 X 250 in gif, jpeg, or flash format.
- (5) Access to season ticket holders, Alumni and faculty/staff to market "Cardinals Banking"
  - a. Compass will have the opportunity to market "Cardinals Banking" to alumni through quarterly email newsletters sent by the Office of Alumni and through quarterly email updates to Athletic donors and season ticket holders through the Athletic Office of Development.
  - b. Compass is responsible for providing Lamar University Athletics with art for email advertisement.
    - i. Art should be sized to 615 pixels (W) by 400 pixels (H) and in JPEG format.
- (6) Provost Umphrey Stadium kiosk
  - a. Compass shall receive a mutually agreed upon, 10' x 10' kiosk space to be located outside GATE 2 of Provost Umphrey Stadium for two (2) home football games per season.
  - b. Compass shall maintain and operate the kiosk outside of Provost Umphrey Stadium.

- i. The kiosk shall be operated and staffed by Compass personnel starting two (2) hours before kick-off and continue through the beginning of the game. Compass shall be responsible for assembly and take down of the kiosk for each Lamar University Football home game.

b-c. All promotional materials handed out, must be preapproved by LUA.

e.d. Compass shall receive up to two (2) vendor gate passes and one (1) vendor parking pass for its representatives working at the games.

d-e. Games must be selected and LU notified by May 31 of 2011.



## Exhibit B

Names, Trademarks, and Logos Licensed to Compass for use under the Agreement:

(to be provided to Compass by Lamar University. All uses of Names, Trademarks, images and Logos Licensed to Compass must be pre-approved by Lamar University)

Below are examples of Lamar University trademarks: Compass is not limited to just these trademarks



## Exhibit C

### TERMS and CONDITIONS:

The terms of the agreement shall be from 12/1/2010 through 11/30/2011. Neither party shall have rights defined in this agreement after contract expiration.

#### Payments terms:

November, 2010      \$ 17,500

This agreement shall automatically renew for successive one-year terms unless either party provides 30-day written notice of the intent not to renew. Late payment(s) are subject to interest charges of 2% per month (24% APR).

As used here, sponsor includes any successor in interest thereto. This contract is non-cancelable.







Director of Brand & Advertising

Phone 713 831 5678  
Sheiladis.Moyett@bbvacompass.com

Marketing  
2001 Kirby Drive, Suite 700  
Houston, TX 77019

November 1, 2011

Via Facsimile (409) 880-1881

Lamar University  
PO BOX 10066  
Beaumont, TX 77710  
ATTN: Brad McGowen

NOTICE OF INTENT NOT TO RENEW

Re: Advertising and Licensing Agreement between Compass Bank, an Alabama banking corporation ("Compass") and Lamar University dated December 12, 2010 (the "Agreement").

Lamar University:

Pursuant to the terms of the above referenced Agreement, Compass hereby gives notice of its intent not to renew the Agreement after the expiration of the current contract year, December 12, 2011. Compass has enjoyed its relationship with Lamar University and looks forward to its cooperation throughout the remainder of the contract year.

Sincerely,

A handwritten signature in black ink, appearing to read "James Potts", written over a horizontal line.

James Potts  
BBVA Compass  
Corporate Counsel